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Contract Database Metadata Elements

Title: **Galway Central School District and Galway Teachers Association (2004)**

Employer Name: **Galway Central School District**

Union: **Galway Teachers Association**

Local:

Effective Date: **07/01/04**

Expiration Date: **06/30/08**

PERB ID Number: **5076**

Unit Size: **108**

Number of Pages: **46**

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A G R E E M E N T

BETWEEN THE

SUPERINTENDENT

OF THE

GALWAY CENTRAL SCHOOL DISTRICT

AND THE

GALWAY TEACHERS ASSOCIATION

JULY 1, 2004 - JUNE 30, 2008

RECEIVED

DEC 23 2004

NYS PUBLIC EMPLOYMENT
RELATIONS BOARD



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PREAMBLE

In order to effectuate the provisions of the Public Employees' Fair Employment Act (Article 14, Civil Service Law, Section 200 et sequi), this agreement is made and entered into on this 18th day of June, 2004 by and between the Executive Officer of the Galway Central School District (hereinafter sometimes referred to as the "Superintendent") and the Galway Teachers Association (hereinafter referred to as the "Association") as herein recognized to represent the bargaining unit.

ARTICLE 1 **RECOGNITION**

The Galway Central School Board of Education having determined that the Galway Teachers Association is supported by a majority of the teachers in a unit composed of all professional, certified personnel while employed during the school year, except the Chief Executive Officer, Principals and substitute teachers, hereby recognizes the Galway Teachers Association as the exclusive negotiating agent for the teachers in such unit.

ARTICLE 2 **DEFINITIONS**

- 2.1 As used in the Agreement, the following terms shall have the respective meaning set forth below.
- 2.1.1 School District shall mean the Galway Central School District.
 - 2.1.2 Board of Education or Board means the Board of Education of the School District.
 - 2.1.3 Association means the Galway Teachers Association.
 - 2.1.4 School Year means the period commencing on the 1st day of July in each year and ending on the 30th day of June next.
 - 2.1.5 Day means days that school is in session.
 - 2.1.6 Elementary means grade levels K - 5.
 - 2.1.7 Secondary means grade levels 6-12.
 - 2.1.8 Middle School means grade levels 6-8.
 - 2.1.9 New teacher means a teacher newly employed with the District.

ARTICLE 3 **SCOPE**

- 3.1 All actions of the Board of Education and the Association shall be governed by the provisions of the Education Law of the State of New York and other applicable statutes of the State of New York.
- 3.2 "It is agreed by and between the parties that any provision of this agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefore, shall not become effective until the appropriate legislative body has given approval."

ARTICLE 4
GRIEVANCE PROCEDURE

4.1 Purpose

- 4.1.1 It is the policy of the School District and the organization that all grievances be resolved informally or at the earliest possible stage of this grievance procedure. However, both parties recognize that the procedure must be available without any fear of discrimination because of its use. Informal settlements, at any stage, shall bind the immediate parties to the settlement but shall not be precedents in a later grievance proceeding.

4.2 Definitions

- 4.2.1 A grievance shall be limited to any alleged violation of this agreement or any dispute with respect to its meaning or application.
- 4.2.2 A teacher is any person in the unit covered by this agreement.
- 4.2.3 An aggrieved party is the teacher, group of teachers, or the Association who submits a grievance or on whose behalf it is submitted.
- 4.2.4 A Grievance Committee shall mean a committee of teachers of the Association.
- 4.2.5 An arbitrator shall mean a member of the American Arbitration Association.
- 4.2.6 Days shall mean when school is in session except between June 30 and September 1 when it shall mean calendar days.

4.3 Submission of Grievances

- 4.3.1 Before submission of a written grievance, the aggrieved party must attempt to resolve it informally.
- 4.3.2 Each grievance shall be submitted in writing on a form approved by the District and the Association, and shall identify the aggrieved party, the provision of this agreement involved in the grievance, the time when and the place where the alleged events or conditions constituting the grievance existed and, if known, the identity of the person responsible for causing such events or conditions and a general statement of the grievance and redress sought by the aggrieved party.
- 4.3.3 A grievance shall be deemed waived unless it is submitted within thirty (30) days after the aggrieved party knew or should have known of the events or conditions on which it is based.
- 4.3.4 If a teacher is proceeding independently, the time limits and other provisions of this Grievance Procedure must be observed. Expenses at Stage IV, other than those payable by the District as provided in Section 4.4.4.6 of this Article, shall be borne by the individual grievant should the grievant choose to proceed without the approval of the grievance committee.
- 4.3.5 Every grievant shall have the right to representation at any level of this procedure by counsel or any other persons of his choice.

4.4 Grievance Procedure

- 4.4.1 Stage I. The building principal shall respond in writing to each grievance received. If an aggrieved party is not satisfied with the response of the building principal, or if no response is received within five (5) days after the submission of a grievance, such aggrieved party may within ten (10) days of such receipt or nonreceipt, submit a copy of the grievance to the Chief School Administrator.
- 4.4.2 Stage II. The Chief School Administrator or designated representative shall, upon request, confer with the aggrieved parties with respect to the grievance and shall deliver to the aggrieved parties a written statement of his position with respect to it no later than ten (10) days after it is received.
- 4.4.3 Stage III. In the event the teacher is not satisfied with the statement with respect to the grievance, he or she may, within fifteen (15) days after receiving the statement, request in writing, a review by the Board of Education. Within fifteen (15) days, a hearing shall be conducted and a written decision sent to the teacher and the immediate supervisor.
- 4.4.4 Stage IV.
- 4.4.4.1 If the aggrieved party is not satisfied with the disposition of the grievance at Stage III, or if no decision has been rendered within ten (10) days after the meeting with the Board, the aggrieved party may within fifteen (15) days of such receipt or nonreceipt request that the grievance committee submit the grievance to compulsory binding decision. If such a request is made, this request must be made in writing.
- 4.4.4.2 Within five (5) days of receipt of such written request, or within ten (10) days of receipt of the written decision at Stage III, if the grievance committee feels, in its opinion, that the grievance is meritorious, the grievance committee may transmit to the Board and the Syracuse Regional Office of the American Arbitration Association a Demand for Arbitration under and in accordance with the rules of the American Arbitration Association subject, however, to the conditions set forth in subsequent provisions of this article.
- 4.4.4.3 The list of arbitrators to be furnished by the AAA shall be comprised only of upstate persons.
- 4.4.4.4 The arbitrator shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this agreement.
- 4.4.4.5 The decision of the arbitrator shall be final and binding. The Board and the Association, however, will not be restricted by the recommendations, if any, of the arbitrator on how such decision is to be implemented.
- 4.4.4.6 Each of the parties shall be responsible for its costs incident to participation by its representatives, its investigation of facts, preparation of its exhibits, brief, if desired, help of outside experts, its witnesses, hearing notes or stenographic record desired or ordered by it and its half of the filing fee.
- 4.4.4.7 The charges of the arbitrator, including his fee and his travel, hotel and incidental costs, shall be borne equally by the District and the Association.

ARTICLE 5
WORK YEAR

- 5.1 A work year is considered to be from September 1 through June 30 and shall not exceed 186 days. The District will make every attempt not to have any staff days prior to Labor day. It is also agreed that the 186th day would, if possible, be added to the end of the school year without extending the school year past Friday of the final week of school. If this is not possible, then the GTA President and the Superintendent will decide where that day will be placed within the school year.
- 5.2 A calendar for the coming school year will be planned by the Administration in cooperation with the BOCES.
- 5.3 Final determination and approval will be made by the Galway Board of Education.
- 5.4 The District and the Administration will mutually agree to place one unused emergency closing day into the calendar at the Memorial Day weekend.
- 5.5 The Elementary school will release students at noon on the last three (3) days of the student calendar. The last day will be a K-12 staff day with a 11:00 A.M. dismissal for Secondary Staff and a 12:00 P.M. dismissal for Elementary Staff.

ARTICLE 6
SCHOOL Day

- 6.1 The "on campus" hours of work for a teacher shall be seven (7) hours and ten (10) minutes, Monday, Tuesday, & Wednesday and seven (7) hours Thursday & Friday, unless the School District, through its administration, has scheduled faculty meetings, departmental and/or interdepartmental conferences, parent-teacher conferences that cannot be scheduled during the school day and sessions to provide help for students which require the presence of the teacher beyond normal hours.
- 6.2 The starting and ending times shall be as determined by the Board, depending upon the dual bus schedule and within the limitations of the day as described in 6.1 above.
 - 6.2.1 The extension of the school day by ten (10) minutes Monday, Tuesday & Wednesday, is not meant in any way to extend the "student day" or to extend the teachers' duties by ten (10) minutes on those days.

ARTICLE 7
REMUNERATION AND SALARY

- 7.1 Members of the bargaining unit shall be reimbursed for services rendered to the District in any school year in accordance with the appropriate Professional Salary Schedule designated as Appendices A-1, A-2, A-3, A-4; the Coaching Salary Schedule designated as Appendix B; the Collateral Pay Schedule designated as Appendix C; and the Differentials as designated in Appendix D and made a part hereof.
 - 7.1.1 Any unit member moving from step 23 off, or who is currently off the Professional Salary Schedule will receive an additional:
 - \$2,200 for the 2004-05 school year
 - \$2,300 for the 2005-06 school year
 - \$2,400 for the 2006-07 school year
 - \$2,500 for the 2007-08 school year

- 7.2 Assignment to the salary schedule will be based on the step determination made at the time of probationary appointment.
- 7.3 Beginning in July 1987, salary level placement will not accurately reflect credited years of service for continuing employees. This in no way reduces their credited years of service.
- 7.4 Any employee moving from step 15 of the Coaching Salary Schedule (Appendix B) will receive an additional 3.5% per year for the duration of the contract.
- 7.5 Compensation will be allowed for each credit hour of graduate study in an area of relevance. In-service education hours given prior approval by the Superintendent will receive graduate study compensation. The rate of compensation will be 1994-95 - \$38.34 per credit hour up to B+60 or M+30.
- 7.5.1 There will be an increase from \$38.34 per credit hour to \$50 for new hours earned after July 1, 1995. Eligible if in-service or graduate course began June 26, 1995.
- 7.5.1.1 Payment for additional credit hours during the year earned will be as follows:
- One hundred percent (100%) for hours verified (by transcript or attendance voucher) and received by October 15 of the school year.
 - Fifty percent (50%) for hours verified (by transcript or attendance voucher) and received by February 1 of the school year.
- 7.5.2 Fifteen approved in-service hours will equal one contractual credit hour added to salary. No partial units will be accepted.
- 7.5.3 Teachers who instruct a fifteen hour in-service will be given a one-time stipend of \$300. Class syllabus will need prior approval of Superintendent. Minimum enrollment of ten and maximum of twenty.
- 7.5.4 If the District pays for the tuition costs for an approved in-service course, no credit hour payment on the salary schedule will be made.
- 7.6 Compensation for one Master's Degree will be allowed at the rate of \$800.
- 7.7 All graduate credits required for one Master's Degree will be paid for as they are accumulated. Present staff members will continue to be paid for all credit hours previously paid for by the District.
- 7.8 In order to advance to the next step of the salary schedule, a teacher must be employed ninety-one school days of the school year.
- 7.9 Teachers' Payroll Option
- 7.9.1 Ten-month professional employees may elect:
- 7.9.1.1 The 21-payment plan under which 1/21 of the annual salary will be paid on each of the 21 designated payroll periods, or
- 7.9.1.2 The 25-payment plan under which 1/25 of the annual salary will be paid on the first 20 pay dates and 5/25 on the last pay date in June.

7.9.1.3 If a teacher elects 7.9.1.2 above, the following agreement must be signed:

I, _____, agree to have the Board of Education pay my salary bi-weekly under the 25 payment plan, beginning in September of the school year. It is understood that should I leave at any time throughout the school year, I will receive a total salary based on ten months, beginning in September 1 and ending June 30, of leaving.

Date

Signature

- 7.10 Teachers' Pay - The District agrees that teachers shall receive a full payroll check on the Friday following Labor Day and will be paid every two (2) weeks thereafter.
- 7.11 A bargaining unit member shall receive a special increment only during the year the member first becomes eligible to retire with full retirement benefits under the New York State Teachers Retirement System subject to the following conditions:
- (1) The member has at least ten consecutive years of service with the District prior to retiring

AND
 - (2) The member provides an irrevocable letter of resignation to the superintendent for retirement purposes (NYSTRS) by January 10 of the calendar year that they are first eligible to retire. Such resignation must be effective within the calendar year the member first becomes eligible for retirement with full benefits under NYSTRS. Members whose birthday falls between July 1 and December 31 may elect to notify the Superintendent on the following January 10 for retirement on June 30 of that year.
- 7.11.1 Providing that all conditions in 7.11 (1 and 2) have been complied with, the bargaining unit member shall as a deposit to their 403(b) account, receive a \$25,000 employer non-elective contribution, deposited no later than August 1 of the calendar year that they retire.

Employer 403(b) Non-Elective contributions shall be contributed in accordance with, and Subject to the following conditions:

- (1) No Cash Option No employee may receive cash in lieu of or as an alternative to any of the Employer's Non-elective Contribution(s) described herein.
- (2) Contribution Limitations In any applicable year, the maximum contribution shall not cause an employee's 403(b) account to exceed the applicable contribution limit under Section 415(c)(1) of the Code, as adjusted for cost-of-living increases. For Employer Non-elective Contributions made post-employment to former employees' 403(b) account the Contribution Limit shall be based on the employee's compensation, as determined under Section 403(b)(3) of the Code.

In the event that the calculation of the Employer Non-elective Contribution referenced in any of the preceding paragraphs exceed the applicable Contribution Limits, the excess amount shall be handled by the Employer as follows:

For all members, the Employer shall first make an Employer Non-elective Contribution up to the Contribution Limit of the *Internal Revenue Code* and then pay any excess amount as compensation directly to the Employee. In no instance shall the Employee have any rights to, including the ability to receive, any excess amount as compensation unless and until the Contribution Limit of the Internal Revenue Code are fully met through payment of the Employer's Non-Elective Contribution. In no case shall the Employer Non-elective Contribution exceed the Contribution Limit of the *Internal Revenue Code*.

- (3) 403(b) Accounts Employer Non-Elective Contributions shall be deposited into the NYSUT endorsed 403(b) provider, offered through ING Life and Annuity Company, in the name of the employee.
- (4) Tier I Adjustments Tier I members with membership dates prior to June 17, 1971, Employer Non-elective Contribution hereunder will be reported as non-regular compensation to the New York State Teachers' Retirement System.
- (5) This section shall be subject to IRS regulations and rulings. Should any portion be declared contrary to law, then such portion shall not be deemed valid and subsisting, but all other portions shall continue in full force and effect. As to those portions declared contrary to law, the Association and Employer shall promptly meet and alter those portions in order to provide the same or similar benefit(s) which confirm, as closest as possible, to the original intent of the parties.
- (6) This section shall further be subject to the approval of the 403(b) Provider, which shall review this section solely as a matter of form and as the provider of investment products designed to meet the requirements of Section 403(b) of the *Internal Revenue Code*. Upon request, ING Life Insurance and Annuity Company ("ILIAC") agrees to provide the Employer with ILIAC's standard hold harmless agreement where the Employer has selected ILIAC as the provider of 403(b) accounts for receipt of Employer Non-elective Contributions.
- (7) Both the Employer and Employee are responsible for providing accurate information to the 403(b) Provider. This information includes both Elective and Employer Non-Elective Contributions and the amount of the participant's Includible Compensation.

ARTICLE 8

INSURANCE BENEFITS

- 8.1.1 The Board of Education shall pay a percentage of the cost of health insurance as offered by Blue Cross Matrix Plan of Northeastern New York for all members of the unit and their eligible dependents that were on staff prior to July 1, 2004. In the event Blue Cross Matrix One Plan is no longer offered by Blue Cross, a substantial equivalent plan will be negotiated by the District and the Association. The District will restore health insurance after an unpaid leave of absence ends, provided appropriate notification has been given to the District 60 days in advance of the expected return date by the teacher of his/her intent to return to work. Description of benefits can be found in Appendix E.
- 8.1.1 The Board of Education will contribute the following percentage of the cost of the Blue Cross Matrix Plan:

Year 2004-05	89%
Year 2005-06	89%
Year 2006-07	89%
Year 2007-08	89%
- 8.2 The Board of Education shall pay \$200.24 for the Blue Shield 80/20 dental plan for all members of the unit.
- 8.2.1 In addition, the Board of Education agrees to pay \$400.68 of the remainder of the dependent coverage.
- 8.2.2 The salary protection to be offered under the Dental Plan shall be as follows:

8.2.2.1 Basic Contract and Rider A.

The District will provide an orthodontic dental plan, which will pay 50 percent of the costs of orthodontic work for qualified participants with the participant paying the additional 50 percent of the cost of the work. The premium for this co-pay plan will be equally divided between the District and faculty participant.

8.3 The District will provide a basic vision care plan that will include an eye examination and prescription glasses or contact lens no more often than every two years. Faculty members will be able to choose either individual or family coverage, and the cost of the premium will be divided equally between the District and the faculty participant.

8.4 The District agrees to offer a health maintenance organization (HMO) plan and a (PPO) plan to members of the bargaining unit. Individual employees shall have the option of enrolling in the HMO and discontinuing participation in the District health plan. Description of benefits can be found in Appendix E

8.4.1 The Board of Education will contribute the following percentage of the cost of the PPO or HMO:

Year 2004-05	89%
Year 2005-06	89%
Year 2006-07	89%
Year 2007-08	89%

8.5 Effective with the date of the contract implementation, a unit member who elects not to take the health insurance coverage offered by the District shall receive \$2,000 per year for individual coverage, \$2,750 for two-person coverage and \$3,500 for family coverage. Fifty percent (50%) of this amount will be payable to the unit member no later than November '30 of the school year and the remaining fifty percent (50%) will be payable no later than the first payroll in June of the current year. Members must notify the District no later than June 30 of the current year whether they will opt out for the following school year. Members will automatically remain in the health insurance buyout until they notify the Business Office of the request to be covered by District Insurance Plan.

8.5.1 A unit member who elects not to take the health insurance coverage must show proof that they are covered under a health insurance plan elsewhere.

8.5.2 Said election shall be irrevocable for the duration of the school year except that re-entry to the health insurance plan shall be permitted under the following conditions:

- Circumstances of the unit member change which necessitates their reentry into the health insurance plan.
- The amount paid by the District as the incentive to decline health insurance coverage during that school year shall be repaid to the District on a pro-rata basis prior to re-entry. Any re-entry must conform to the regulations of the District's health insurance plan.

8.5.3 Eligible employees who opt into the Insurance Buyout and wish to continue receiving Vision and/or Dental Care benefits will pay 100% of the annual premium according to the benefits they receive under the contract.

8.6 Insurance Benefits for Retirees

Teachers who retire pursuant to the requirements of the NYS Teacher Retirement System shall have part of their health insurance premiums paid by the District according to the following guidelines.

8.6.1 The District will pay 50 percent of the cost of an individual plan to all retirees requesting health insurance. If the retiree is participating in a two-person or family plan, this amount of money will be applied towards that plan.

- 8.6.2 If the retiree is participating in a two-person or family plan, the District will pay an additional 35 percent of the premium that exceeds the individual premium rate until the death of the employee. At that time the District contribution ceases and the spouse may elect to continue participation by paying 100 percent of the premium.
- 8.6.3 Teachers who retire with accumulated unused sick leave may convert those days to reduce their share of the health insurance premium in retirement by an additional 0.08 percent of the individual premium rate for each unused sick day.
- 8.6.3.1 For example: A faculty member with the maximum of 250 days accumulated would acquire an additional twenty percent (20%) of the individual rate to be applied towards whichever type of coverage the retiree has requested.
- 8.6.3.2 This applies only until the retiree reaches the age where Medicare coverage begins. This provision (8.6.3) applies only to present faculty members and is not retroactive to faculty members who retired prior to the 1997-1998 school year.
- 8.6.4 A bargaining unit member may elect to irrevocably waive any retirement health insurance benefits and receive, instead, a lump sum payment equal to \$10 per unused sick day up to a total of 265 days. This benefit will be paid no later than August 1 following the date the teacher retires from the District. The retiree will notify the District of his/her intent to exercise this option no later than April 1 of the year the employee retires.
- 8.7 IRC Section 125 PLAN
- 8.7.1 Effective July 1, 2004 the District will implement an IRC Section 125 full flexible Spending Plan (cafeteria plan). The plan administrator will be identified by the District. Participation in the plan is voluntary. Members will notify the District no later than June 30th of the current year of their intent to participate.

ARTICLE 9

CERTIFIED PERSONNEL

- 9.1 The Board of Education has the responsibility for the employment of teachers in the Galway Central School. No teacher shall be employed unless such person is recommended by the Superintendent.
- 9.2 In order to qualify for a teaching position in the Galway Central School, an applicant must have at least a Bachelor's Degree and a certificate of qualification, a provisional, a permanent, or a life teaching certificate, valid for the area in which the teacher is assigned to teach. The Board will appoint uncertified persons to teaching positions only in the case of extreme emergency.
- 9.3 Before an appointment becomes final, the applicant must meet certain health requirements, which shall be delineated by the Superintendent.
- 9.4 The cost of meeting the delineated health requirements will be funded by the District, provided the examinations and tests are performed by or through the school physician. Costs for physical examinations or tests performed by a doctor of choice will be funded by the individual.

ARTICLE 10
CLASS SIZE - TEACHER LOAD

- 10.1 The Board of Education will endeavor to keep the maximum number of students assigned to any teacher within the limits set forth below to permit an effective instructional situation. It is recognized, however, that the availability of classrooms and unanticipated enrollments may necessarily cause class size to exceed the numbers stated below:

<u>Elementary</u>	Grade K	17-22
	Grades 1-2	20-25
	Grades 3-5	22-28

Secondary School Regular classes 22-28

- 10.2 The Galway Central School District shall have the right to assign secondary school faculty to teach six teaching periods in an eight-period schedule provided those teachers be assigned two preparation periods. Science labs, learning labs, tutorials, and distance learning classes are to be considered teaching periods.

10.2.1 Teachers whose assignment is 60 percent or more in secondary English will have the following schedule: five regular classes , one laboratory/tutorial period with open enrollment and two preparation periods.

10.2.2 Secondary school teachers whose schedule is 60 percent or more in social studies will not be assigned a total pupil load in a six-period day that would exceed the five period/28 pupil per class requirement. (Total pupil load - 140 pupils.)

10.2.3 Teachers on the secondary faculty who are not assigned six teaching periods will be assigned two non-instructional periods and one preparation period.

- 10.3 All full time elementary teachers will be granted a preparation period of forty (40) consecutive minutes per day. Recess/tutorial time is not to be considered preparation time.

- 10.4 In specialized instructional fields (i.e., technology, home economics, areas of special needs, fine arts, etc.) considerations of safety, equipment, facilities and related factors may necessarily require class size limitations to vary from those stipulated above.

10.4.1 The Board of Education will endeavor to meet New York State recommendations regarding total number of students seen by special area teachers as described in the regulations of the Commissioner of Education.

- 10.5 Students with disabilities will be scheduled for classes in an equitable manner. One severely disabled student shall count as two students of average ability.

10.5.1 The District will provide in-service education to the faculty members to increase their awareness and understanding of students with disabilities and to improve their ability to instruct these pupils in the regular classroom setting.

- 10.6 The Association agrees not to grieve the first grade class size and/or class size beyond the limit set forth in Section 10.1 if the average of the total of the classes at an elementary grade level or in a secondary regular class area does not exceed the prescribed limit in Section 10.1, provided that the difference between any two classes in any such level or area does not exceed 3. In grade levels supporting a modified program, the remaining sections will be equalized, provided that the difference between any two classes in any such level or area does not exceed 3.

ARTICLE 11
DUTIES AND RESPONSIBILITIES OF TEACHERS

- 11.1 Administer the classroom and its educational program.
- 11.2 Provide the curricular activities appropriate to the educational level of the child.
- 11.3 Help plan the school program.
- 11.4 Participate in the in-service program of the school.
- 11.5 Work with parents and other school personnel in the planning for each child.
- 11.6 Present to the students all sides of significant current questions.
- 11.7 Care for and account for school property.
- 11.8 Work closely with colleagues.
- 11.9 Perform other duties as circumstances require in an equitable manner.
- 11.10 Any full-time physical education teacher hired on or after July 1, 1990 will be required to coach one athletic team for an existing sport each school year.
 - 11.10.1 In the event that no volunteers are available to coach for an existing sport, the high school principal may assign a physical education teacher to coach one additional athletic team for an existing sport per school year only so long as that teacher is not already committed to coaching more than one sport for that school year. No such assignment may be made for more than three out of five years.
- 11.11 The parties agree that any advisor serving in co-curricular activities and or coaches serving as coaches in existing sports who are withdrawing from those responsibilities, shall provide written notice to the Superintendent two months in advance of the start of the advisorship or coaching responsibility. At the sole discretion of the Superintendent, this notice requirement may be waived.
- 11.12 The District will provide teachers with release time for grading of and administrative duties connected with State exams. This time shall meet or exceed State recommendations.

ARTICLE 12
DEPARTMENT HEADS/TEAM LEADERS/GRADE LEVEL LEADERS

- 12.1 Department Heads Grades 6-12
 - 12.1.1 A department head will be assigned to the English, Social Studies, Mathematics, Science, Occupational Education and Modern Languages Department. Department heads will work in cooperation with and under the supervision of the building principal. Among the duties of the department heads shall be:

- 12.1.1.1 Help orient new members of the department.
 - 12.1.1.1.1 Arrange for a visit to a new teacher's class within the first two weeks of school and every three weeks thereafter.
 - 12.1.1.1.2 Meet weekly with the new teacher to discuss the visitations and any other relevant issues.
- 12.1.1.2 Advise department members in lesson planning, curriculum aids and composing examinations
- 12.1.1.3 Act as consultant and advisor to other members of the department.
- 12.1.1.4 Preside at department meetings.
- 12.1.1.5 Work with other department members in the preparation of preliminary budget requisitions.
- 12.1.1.6 Prepare the final department budget requisitions.
- 12.1.1.7 Coordinate the activities of the department.
- 12.1.1.8 Oversee the use and storage of textbooks and other department equipment.
- 12.1.1.9 Keep an inventory of department supplies/equipment.
- 12.1.1.10 Confer with the principal on requests for conferences and visitation days for department members.
- 12.1.1.11 Receive, read, answer, distribute and/or file all department mail.
- 12.1.1.12 Present department needs to the building principal.
- 12.1.1.13 Assist, when requested by the building principal, in periodic observations of teachers for improving instruction.
- 12.1.1.14 Provide orientation and assistance to all substitutes in the department when needed or requested.
- 12.1.1.15 Advocate for the department to the building SDM team and to the building administrator.
- 12.1.1.16 Provide an agenda for department meetings to the administrator prior to the meeting.
- 12.1.1.17 Provide information to the administrator as requested.

12.2 Team Leaders (Grades 6-8)

12.2.1 A team leader will be assigned for each grade level. The team leader will work in cooperation with and under the supervision of the building principal. Among the duties of the team leaders shall be:

- 12.2.1.1 Help orient new members of the team.
 - 12.2.1.1.1 Arrange for a visit to a new teacher's class within the first two weeks of school and every three weeks thereafter.
 - 12.2.1.1.2 Meet weekly with the new teacher to discuss the visitations and any other relevant issues.
- 12.2.1.2 Advise team members in lesson planning, curriculum aids and composing examinations
- 12.2.1.3 Act as consultant and advisor to other members of the team.
- 12.2.1.4 Preside at team meetings.
- 12.2.1.5 Work with other team members in the preparation of preliminary budget requisitions.
- 12.2.1.6 Prepare the final team budget requisitions.
- 12.2.1.7 Coordinate the activities of the team.
- 12.2.1.8 Coordinate the team evaluation of existing curriculum and related activities and resources in terms of affected instruction.
- 12.2.1.9 Coordinate curriculum with contiguous grade levels.
- 12.2.1.10 Receive, read, answer, distribute and/or file all team mail.

- 12.2.1.11 Present team needs to the building principal.
- 12.2.1.12 Provide orientation and assistance to all substitutes at the team level when needed or requested.
- 12.2.1.13 Advocate for the team to the building SDM team and to the building administrator.
- 12.2.1.14 Provide an agenda for team meetings to the administrator prior to the meeting.
- 12.2.1.15 Provide information to the administrator as requested.
- 12.2.1.16 Confer with the principal on requests for conferences and visitation days for team members.

12.3 Grade Level Leaders (Grades K-5)

12.3.1 A grade level leader will be assigned for each grade level. The grade level leader will work in cooperation with and under the supervision of the building principal. Among the duties of the grade level leaders shall be:

- 12.3.1.1 Help orient new members of the grade level.
 - 12.3.1.1.1 Arrange for a visit to a new teacher's class within the first two weeks of school and every three weeks thereafter.
 - 12.3.1.1.2 Meet weekly with the new teacher to discuss the visitations and any other relevant issues.
- 12.3.1.2 Advise grade level members in lesson planning, curriculum aids and composing examinations.
- 12.3.1.3 Act as consultant and advisor to other members of the grade level.
- 12.3.1.4 Preside at grade level meetings.
- 12.3.1.5 Work with other grade level members in the preparation of preliminary budget requisitions.
- 12.3.1.6 Prepare the final grade level budget requisitions.
- 12.3.1.7 Coordinate the activities of the grade level.
- 12.3.1.8 Coordinate the grade level evaluation of existing curriculum and related activities and resources in terms of affected instruction.
- 12.3.1.9 Coordinate curriculum with contiguous grade levels.
- 12.3.1.10 Receive, read, answer, distribute and/or file all grade level mail.
- 12.3.1.11 Present grade level needs to the building principal.
- 12.3.1.12 Provide orientation and assistance to all substitutes at the grade level when needed or requested.
- 12.3.1.13 Advocate for the grade level to the building SDM team and to the building administrator.
- 12.3.1.14 Provide an agenda for grade level meetings to the administrator prior to the meeting.
- 12.3.1.15 Provide information to the administrator as requested.
- 12.3.1.16 Confer with the principal on requests for conferences and visitation days for grade level members.

12.4 Special Education Department Heads

12.4.1 A department head will be assigned to Secondary Special Education/A.I.S. Department (grades 6-12) and a team leader will be assigned to the Elementary Special Education/A.I.S. (grades K-5). The department head and team leader will work in cooperation with and under the supervision of the Director of Pupil Services and the building principal(s). Among the duties of these positions shall be:

- 12.4.1.1 Help orient new members of the department.
 - 12.4.1.1.1 Arrange for a visit to a new teacher's class within the first two weeks of school and every three weeks thereafter.
 - 12.4.1.1.2 Meet weekly with the new teacher to discuss the visitations and any other relevant issues.
- 12.4.1.2 Act as consultant and advisor to other members of the department.
- 12.4.1.3 Preside at department meetings.
- 12.4.1.4 Work with other department members in the preparation of preliminary budget requisitions.
- 12.4.1.5 Prepare the final department budget requisitions.
- 12.4.1.6 Coordinate the activities of the department.
- 12.4.1.7 Receive, read, answer, distribute and/or file all department mail.
- 12.4.1.8 Present department needs to the Director of Pupil Services and/or Building Principal.
- 12.4.1.9 Provide orientation and assistance to all substitutes in the department when needed or requested.
- 12.4.1.10 Advocate for the department to the building SDM team and to the building administrator.
- 12.4.1.11 Assist, when requested by building principal or Director of Pupil Services, in periodic observations of teacher for improving instruction.
- 12.4.1.12 Advise department members in lesson planning, modifications, and curriculum aids and composing IEP's. When new IEP training is necessary, such training will be the responsibility of the District.
- 12.4.1.13 Provide an agenda for department level meetings to the administrator prior to the meeting.
- 12.4.1.14 Provide information to the administrator as requested.
- 12.4.1.15 Confer with the principal on requests for conferences and visitation days for department/team members.

12.5 Department Heads Grades K-12

12.5.1 A department head will be assigned to the Physical Education, Fine Arts (Art, Library, THINK), and Music Departments. Department heads will work in cooperation with and under the supervision of the building principals. Among the duties of the department heads shall be:

- 12.5.1.1 Help orient new members of the department.
 - 12.5.1.1.1 Arrange for a visit to a new teacher's class within the first two weeks of school and every three weeks thereafter.
 - 12.5.1.1.2 Meet weekly with the new teacher to discuss the visitations and any other relevant issues.
- 12.5.1.2 Advise department members in lesson planning, curriculum aids and composing examinations.
- 12.5.1.3 Act as consultant and advisor to other members of the department.
- 12.5.1.4 Preside at department meetings.

- 12.5.1.5 Work with other department members in the preparation of preliminary budget requisitions.
 - 12.5.1.6 Prepare the final department budget requisitions.
 - 12.5.1.7 Coordinate the activities of the department.
 - 12.5.1.8 Oversee the use and storage of textbooks and other department equipment.
 - 12.5.1.9 Keep an inventory of department supplies/equipment.
 - 12.5.1.10 Confer with the principal on requests for conferences and visitation days for department members.
 - 12.5.1.11 Receive, read, answer, distribute and/or file all department mail.
 - 12.5.1.12 Present department needs to the building principal.
 - 12.5.1.13 Assist, when requested by the building principal, in periodic observations of teachers for improving instruction.
 - 12.5.1.14 Provide orientation and assistance to all substitutes in the department when needed or requested.
 - 12.5.1.15 Advocate for the department to the building SDM team and to the building administrator.
 - 12.5.1.16 Provide an agenda for department meetings to the administrators prior to the meeting.
 - 12.5.1.17 Provide information to the administrators as requested.
 - 12.5.1.18 Attend all Department Head (6-12) and Grade Level Leader (K-5) meetings and dispense information to department members in a timely fashion.
 - 12.5.1.19 The Fine Arts Department Head will chair the Arts & Education Committee.
 - 12.5.1.20 The Librarians and THINK Coordinator will be responsible for their own budgets.
- 12.6 A yearly evaluation, based on the duties and responsibilities listed above and other mutually selected goals, will be done by the administrative supervisor.
 - 12.7 Department head, team leader and grade level leader positions will be posted by June 1 of each school year and appointed annually. The position must be applied for each year.
 - 12.8 Department heads, team leaders and grade level leaders will serve no more than two consecutive years except when mutually agreed upon by the department/team/grade level and the administrator.
 - 12.9 The District Mentoring plan will be developed by the Professional Development Plan (PDP) committee. Mentors will be compensated for up to 30 hours at the Summer curriculum rate. Vouchers should be submitted twice a year (January and June) for payment.

ARTICLE 13

TEACHER OBSERVATION AND EVALUATION

- 13.1 All teacher observation and evaluation shall be for the main purpose of improving instruction.
- 13.2 All new teachers to the District are to be advised during orientation of methods and procedures to be used and the type of assistance offered to further their professional capabilities. One of these evaluations will be the initial classroom visit, which will not become a part of the personnel file.

- 13.3 Unlimited observations for the purpose of guiding teachers may be made, but no observation will become a written evaluation report without advance notice to the teacher with the exception of one observation (not the first) without advance notice for first year teachers.
- 13.4 All monitoring or observation of a work performance of a teacher will be conducted openly with the full knowledge of the teacher. Each teacher shall be notified at least one (1) day in advance of an observation which is for the purpose of a written observation report.
- 13.5 Probationary teachers and permanent substitutes will be officially observed for the purpose of a written evaluation report to be placed in their personnel folder, at least twice each year, one (1) in each semester with the second semester evaluation completed before May 1.} The number of official observations for the purpose of a written evaluation shall be at least three (3) times per year for first year probationary teachers. Although an immediate administrative supervisor is the major evaluator, he may request the department head or senior teacher to conduct a classroom observation so that teacher will be afforded an additional determination.
- 13.6 Tenured teachers may be officially evaluated once a year by an immediate administrative supervisor.
- 13.7 The evaluation instrument of choice as devised by the committee outlined in 13.8 below will be the same for all classroom teachers and will be available to teachers prior to any written evaluation report.

In the event the traditional professional observation is chosen, a follow-up conference shall be held with the teacher and evaluator as soon as possible, but in any event no later than three school days after the formal observation except in case of emergency or unless an extension of time has been mutually agreed upon. Results of the observation and conference shall be completed on the approved form with a copy to the teacher. Before such a report is placed in the personnel file, the teacher shall have an opportunity to attach a response to the report. Teachers will be given a copy of any observation and resulting evaluation report at least one day before the follow-up conference to discuss it.

- 13.8 In the event a revised evaluation instrument is to be developed, a joint committee shall be established for the purpose of reviewing the evaluation instrument. The committee shall be composed of three representatives appointed by the Association and three representatives appointed by the Superintendent.

ARTICLE 14

SABBATICAL LEAVE

- 14.1 The Board of Education, subject to existing laws, regulations and statutes, will grant a sabbatical leave for the purpose of pursuing graduate level higher education in a degree program at an accredited institution in the specific or related content area in which the teacher is employed in the Galway School District. Such leave will be for one year at 1/2 pay or for one-half year at 1/2 pay to duly certified educational personnel who request it after seven years of service in the Galway School District. In no case will the sabbatical leave be granted for a greater period of time.
- 14.2 Teachers who apply for a sabbatical leave are required to have completed at least seven (7) years of local service, and may receive such leave no more often than every seven years after the original leave.
- 14.3 At any time no more than two (2) percent of the total number of the professional staff regularly employed shall be on sabbatical leave of absence. Selection of the individuals for sabbatical leave shall be made in the following manner:

- 14.3.1 An Advisory Committee composed of an elementary school teacher and a secondary school teacher appointed by the GTA, the elementary school principal, the secondary school principal and the Superintendent, shall screen the applicants and recommend eligible candidates to the Board of Education.
- 14.3.2 The final decision regarding selection of candidates will be determined by the Board of Education.
- 14.3.3 Criteria for selection of candidates will be based upon the value of the proposed leave to the students, the teacher, and to the school system.
- 14.4 Notice of intent or application for sabbatical leave must be filed with the Board on or before the regularly scheduled meeting of the Board in March of the school year preceding the one in which the leave is to be taken. A proposed program or written statement of purposes and objectives must be filed at the time of application. The Board will notify the teacher applicant of the acceptance or rejection of the sabbatical leave request three (3) months prior to the date of the proposed leave.
- 14.5 The Board will pay the person on sabbatical leave one-half (1/2) of the teacher's eligible salary during the period of the leave. Payment will be made according to the District's regular pay schedule.
- 14.6 Regular annual salary increments will be given for the time of the leave, the same as for regular services. All teachers returning from sabbatical leave shall be restored to the same or equivalent position unless a change is mutually agreeable. All teachers on sabbatical leave shall receive all benefits as if they were teaching in the District. This includes retirement payments, insurance benefits, seniority within the District and sick leave benefits.
- 14.7 Candidates for sabbatical leave are required to guarantee two (2) years of future service to the District. If a candidate fails to return to the District for a two-year period, the teacher will be personally liable for a prorated share of the salary granted to the teacher for the sabbatical. The prorated refund must be made to the District within five (5) years.
- 14.8 A written report to the Board will be required within a two month period upon the staff member's return to service.
- 14.9 Teachers who have been granted leaves shall notify the Superintendent in writing, on or before the first day of March preceding the opening of the semester following the expiration of leave, of their intention to resume work at the beginning of the semester.
- 14.10 If the Superintendent feels the leave is not being used for the purpose for which it was granted, the Board, after a hearing, may terminate the leave.

ARTICLE 15

CONFERENCES

- 15.1 It is understood that conferences should follow the parameters of the Galway Professional Development Plan (PDP).
- 15.2 Staff members wishing to attend conferences shall apply in writing for approval by the Superintendent at least one week before the conference.

- 15.3 Staff members from a department or elementary grade level may receive permission to attend a conference for which the District will provide a substitute in the teacher's absence and shall pay reasonable expenses incurred by the staff member(s), including transportation, meals and lodging. All costs must be substantiated by receipts. Such funds for conference attendance must have been included in the teacher's budget.
- 15.4 Approved leave will be granted without loss of salary and days not to be deducted from personal or sick days.
- 15.5 If a teacher attends a conference on his/her own time and has the prior approval, of the Superintendent, the District will pay automobile expenses at the current IRS rates. When more than one person will be at a given conference, arrangements should be made to share a ride.

ARTICLE 16

VISITATION/PROFESSIONAL DAYS

- 16.1 Teachers will be allowed up to two (2) visitation/professional days per year with pay when a need and purpose is shown and where such need is desirable from the District's standpoint. This may include, but is not limited to, IEP preparation, elementary class list input, visitation to another school, etc. Such leave is non-accumulative and not to be deducted from personal or sick days.
- 16.2 All visits must have the prior approval of the Superintendent. The request must be one week in advance and state the date of the visit, the destination and purpose of the visit. The teacher must submit a written evaluation of the visit to the Building Principal within two weeks after such visit and shall report to the building faculty at the next regular faculty meeting.
- 16.3 The classes of any person taking a visitation/professional day will be covered by a regular substitute at the District's expense. Reasonable expenses incurred by the staff member for transportation will be paid by the District.
- 16.4 One day each year shall be included in the calendar as a professional development day, contents of which are to be developed by a Faculty Council in conjunction with the building teams and staff council. Council members will consist of the Superintendent, two Building Principals, Assistant High School Principal, President of the GTA, two teachers designated by the Association President, and two teachers designated by each of the Building Principals. Such day may be used by the Administration to offer in-service training courses when these are needed to prepare for desired curriculum change. Such day may be waived by mutual agreement by the parties.

ARTICLE 17

SICK LEAVE

- 17.1 All tenured teachers will be granted fifteen (15) days absence with full pay in any one year for personal illness, physical disability, or quarantine. Non-tenured teachers will accumulate at the rate of 1-1/2 days per month up to 15 days per year. Unused sick leave may be accumulated to 250 days. Teachers will be notified in writing, within the first month of school, as to the total number of days accumulated sick leave credited to their record as of the previous June 30.

- 17.2 A teacher who is absent because of personal illness or physical disability on five (5) or more consecutive days or more than a total of five (5) days in any calendar month may be required to submit to the Superintendent a certificate by a licensed physician of such personal illness or physical disability. In cases of protracted illness, such a certificate must be submitted each calendar month. Failure to submit certification shall cause the teacher to lose 1/200 of the teacher's annual salary for each uncertified day. The submission of such certificates may be waived or modified at the discretion of the Superintendent.

17.3 Sick Leave Bank

The purpose of the sick leave bank is to provide sick leave for those participating members who have a prolonged, catastrophic or long-term illness and/or injury and who have exhausted all their available personal sick leave. This benefit would not be available in a worker's compensation injury matter.

- 17.3.1 Each full-time professional covered by this agreement who chooses to participate in the sick leave bank shall contribute two sick leave days to the sick leave bank within the first fifteen school days of September 1995. The contribution of these sick leave days shall be made at the time the professional elects to become a participant in this program. Such days become permanently part of the sick leave bank and cannot be withdrawn.
- 17.3.2 Each teacher will be eligible to participate after three years of continuing service in the District. Eligible teachers also may choose not to participate in the Bank. Newly eligible participants shall contribute two days within fifteen (15) days of the effective date of eligibility.
- 17.3.3 Eligible professionals who have not participated in the sick leave bank, and who subsequently choose to participate, may join within the first fifteen (15) school days of September of any school year. However, such professionals must match the number of days they would already have contributed to the sick leave bank during the time of their eligibility in the District since the establishment of the sick leave bank.
- 17.3.4 Future contributions will be required when the number of days in the bank is diminished to a number that equals the number of professional employees covered by this agreement. At that time the Sick Leave Bank Committee will determine the rate of additional contributions not to exceed two days per participant per year.
- 17.3.5 Eligibility to draw from the sick leave bank shall be limited to those participating members who:
- a. Have exhausted their own personal sick leave.
 - b. Provide medical evidence of prolonged, catastrophic or long-term illness acceptable to the Sick Leave Bank Committee.
 - c. Make application to the Sick Leave Bank Committee on the appropriate form.
- 17.3.6 The Sick Leave Bank Committee shall be composed of the Board of Directors of the Galway Teachers Association. The Committee may grant up to 30 sick leave days per application.
- 17.3.7 The maximum number of days available to each participant who meets the criteria in section 17.3.5 is limited to one hundred eighty (180) days in a career.
- 17.3.8 The Sick Leave Bank Committee will make a report to the business office on a quarterly basis regarding status of sick bank, including days available and days used.

17.4 Bonus Sick Leave

Employees who have not used any sick leave days or personal days during the school year will be granted an additional three (3) sick leave days which will be added to their accumulated sick leave at the end of that school year.

ARTICLE 18
FAMILY LEAVE

- 18.1 All members of the unit will be permitted up to five (5) days with full pay non-accumulative absence in any one year for death or serious illness to members of the immediate family. The following will be considered immediate family:
- Husband, wife, children, grandchildren, and other members of the employee's household
 - Father, mother, father-in-law, mother-in-law
 - Sister, brother, sister-in-law, brother-in-law, niece, nephew
 - Grandfather, grandmother, grandfather-in-law, grandmother-in-law
 - A person whom the employee lived with for a period of time as part of the household and/or whom the employee looked to as a parent-in-fact.
 - Aunt, uncle, step-father, step-mother, son-in-law, daughter-in-law, first-cousin
- 18.2 After using the five (5) days, two (2) additional days will be granted for each death in the immediate family.
- 18.3 Under extenuating circumstances and at the request of the teacher, additional days shall be granted for a serious illness in the immediate family and these days will be deducted from accumulated sick days.

ARTICLE 19
PERSONAL LEAVE

- 19.1 All members of the unit will be permitted two (2) days nonaccumulative absence in any one year for personal business.
- 19.2 Requests for personal business leave will be submitted in writing to the District at least one (1) week before the anticipated leave.
- 19.3 Emergency requests may be handled verbally and documented later.
- 19.4 Personal leave will not be granted immediately before or after holidays and school recesses.
- 19.5 Additional personal leave days may be granted at the discretion of the Superintendent.
- 19.6 Unused personal days will be converted to personal sick leave at the completion of each school year.

ARTICLE 20
RELIGIOUS LEAVE

- 20.1 Three (3) days for religious observance beyond the normal school holidays will be allowed with pay where the precepts of the employee's faith require that he/she not work on that day or where it is not possible to attend appropriate religious services in observance of the day other than during school hours.
- 20.2 Religious days used will not reduce any other leave allowance.

ARTICLE 21
JURY DUTY AND COURT WITNESS

- 21.1 Teachers who are required to serve on jury duty or as a witness pursuant to a subpoena will receive full salary during the period of such service. The teacher shall report for his/her assignment when his/her presence is not required in the courthouse.

ARTICLE 22
RETIREMENT DELEGATE LEAVE

- 22.1 When a professional employee of the Galway Central School District is a New York State Teachers Retirement System Delegate, the Board will authorize one (1) day's leave for this delegate to attend the New York State Teachers Retirement System Convention.
- 22.2 The Board agrees to pay only the salary of the delegate and his/her substitute.

ARTICLE 23
PARENTAL LEAVE

- 23.1 Parental leave shall be granted to teachers for a period up to two (2) years without pay.
- 23.2 Application for parental leave must be made in writing at least two (2) months prior to the inception of the leave.
- 23.3 Before resumption of duty, the teacher may be requested to submit a physician's statement or certification that the teacher is physically and psychologically ready to resume classroom teaching.
- 23.4 Resumption of duty shall coincide with the beginning of a school year or semester.
- 23.5 All teachers on parental leave must notify the District by March 1 whether they will resume duty the following September 1; and by October 1, whether they will resume duty at mid-year, or if the leave is for a shorter duration, at the time of application, the individual will state anticipated date of return.

ARTICLE 24
LEAVES OF ABSENCE WITHOUT PAY

- 24.1 A leave of absence without pay for professional improvement, family, extended personal illness, or other reasons, except vacations, may be granted by the Board upon application for a period not to exceed two (2) regular academic semesters beyond the semester during which the leave became effective. A leave of absence request made during July and August shall be interpreted to include the two regular succeeding semesters.

Applications and Board response shall be in writing. Where a member is denied leave, reasons will be given in writing. Reasons will not be subject to the arbitration clause of the grievance procedure.

- 24.2 A teacher returning from authorized leave of absence will be restored to a position equivalent to that held at the start of the leave. Upon return to the District, all benefits to which the teacher was entitled at the time the leave commenced, including unused sick leave, will be restored. A teacher returning from such leave will be placed on the same level of the salary schedule as when the leave commenced, except that a teacher serving at least ninety-one (91) school days in the school year in which the leave commenced or ended shall be placed on the next higher level.
- 24.3 All teachers on leave must notify the District 60 days prior to the expiration of the leave whether or not they will resume their duties. In the event that a teacher is unable to return on the date designated for expiration of the leave, the teacher will notify the Superintendent sixty (60) days prior to the previously designated date and suggest an alternative. At the discretion of the Superintendent, the teacher may return to employment at a time other than the beginning of a semester. All teachers on leave shall be privileged to continue under the insurance plan. Teachers who elect to continue will pay 100% of the insurance premiums while on leave.

ARTICLE 25

DEDUCTION FOR UNAUTHORIZED ABSENCE

- 25.1 All absences not characterized as personal illness, family leave, personal leave, or special authorized leave shall be loss of pay absences. The amount to be deducted for each day's unauthorized absence shall be 1/200 of the teacher's annual salary.
- 25.2 Teachers will be charged with an absence on days that school is in session and/or on a day on which a teacher is expected to attend a scheduled conference, meeting, workshop, etc.

ARTICLE 26

RESIGNATION OR DEATH

- 26.1 If a teacher resigns or dies, his or her salary will terminate the day the resignation is effective, or the day he or she dies.
- 26.2 If at the time of death or resignation, the teacher has worked for part of the pay period, payment will be made at the rate of 1/200 of his or her annual salary for each day worked, up to 10/200 of the annual salary.

ARTICLE 27

ASSOCIATION RIGHTS

- 27.1 The School District will make available one (1) copy of the tentative Board meeting agenda to the President of the Association.
- 27.2 The District shall make available copies to the Association upon request of information, statistics and records which are relevant to negotiations or enforcement of this Agreement.
- 27.3 Copies of all Board policies and regulations as they pertain to professional employees will be distributed to each teacher at the beginning of the school year in September. The Association will be consulted and be given the opportunity to make recommendations prior to decisions related to changes being made in any of these policies or regulations.

- 27.4 The Board authorizes a total of six (6) days leave with pay annually to be used by the Galway Teachers Association for the purposes of conducting business of the Association. The Galway Teachers Association will advise the Superintendent at least one (1) week in advance of the intent to utilize any portion of the six (6) days in order that substitutes may be obtained. The Board agrees to pay the salary of a duly appointed representative and his substitute.
- 27.5 Authorized dues deductions from individual teachers will be promptly transmitted to the Treasurer of the Galway Teachers Association.
- 27.6 The Association President will be notified of the orientation program for new teachers, and the Association will be given a place on the agenda of this program. Names and addresses of new teachers will be available to the Association.
- 27.7 The Association President will be allowed reasonable time at faculty meetings to make announcements to Association members.
- 27.8 The Association shall have the right to post notices of its activities and matters of Association concern on teacher bulletin boards, at least one of which shall be provided in each school building. The Association may use the inter-school mail service and teacher mailboxes for communication to teachers.
- 27.9 The Association shall have the right to use, without charge, District duplicating, office and audio visual equipment when such equipment is not otherwise in use. The Association will also have the right to use school buildings and facilities without cost to conduct Association business.
- 27.10 The Board agrees to an Agency Fee for all employees hired after April 27, 1988 and excluding all other unit members who are not Association members as of April 27, 1988. The Association will notify the business office by June 1 of each year as to the amount of the agency fee for the subsequent school year.
- 27.10.1 Those individuals who are employed to perform bargaining unit work and who earn less than \$2000 annually shall pay an Agency Fee equal to retired teacher dues.

ARTICLE 28

TEACHER RIGHTS

- 28.1 The School District will provide space in each building for use as a lounge/work area.
- 28.2 If a budget must be cut, it will be returned to the department or teacher to determine what items shall be cut. Such notification should be no later than the budget approval date of the District voters.
- 28.3 Employees shall have the option to authorize the School District to withhold sums of money per paycheck from their salaries for the purpose of employee's Galway Teachers Association dues deductions.
- 28.4 Employees shall have the option to authorize the District to withhold predetermined sums of money per paycheck from their salaries for the purpose of participation in a tax-sheltered annuity plan. Withholding arrangements will be made between the employee and the business office at anytime. The School District will transmit said monies promptly to the participating agencies.

- 28.5 The District will post written notice of all vacancies in present professional positions, newly created professional positions and positions on the collateral pay schedule. Teachers within the District who apply for a vacant position for which they are qualified will be given consideration before outside applicants. Teachers who wish to receive notification of vacancies that occur during the summer should leave their name and address in the main office. All collateral pay positions will be posted by June 1 for the following school year. Any teacher interested in applying for any extra pay position should file an application by the close of school in June.
- 28.5.1 Any teacher who intends to apply for a coaching position that is currently held by a non-teacher must notify the Superintendent of his/her intention to apply for that position no later than 30 days after the close of the Varsity season in the desired sport.
- 28.6 No teacher will be transferred to any other position within the school system without prior consultation with the teacher.
- 28.7 No teacher shall be suspended or discharged except through due process and for just cause and in accordance with Chapter 866 of the Laws of 1972, as amended, and Article 3020-A of the Education Law. This Section shall not apply to probationary teachers.
- 28.8 Members of the regular teaching staff may be used in the substitute process in emergencies and with the individual's approval.
- 28.9 No teacher shall suffer any professional disadvantage by reason of membership in the Association or participation in its lawful activities.
- 28.10 In the event that a probationary teacher will not be considered for employment the ensuing year written notification will be issued by April 1.
- 28.11 Personnel Files
- 28.11.1 Teachers will have the right, upon request, to review the contents of their personnel files and to make copies of any documents in it, exclusive of confidential material received in connection with hiring. Teachers will also have the right to a representative of their choice present when he reviews and/or copies the contents of the file. A member of the administrative staff will also be present.
- 28.11.2 A teacher has the right to have included in his or her personnel file a written response to evaluation.
- 28.11.3 No material derogatory to a teacher's conduct, service, character, or personality will be placed in his/her personnel file unless the teacher has had an opportunity to review the material and attach a response. Therefore, written material received by the District critical of teachers will be shown immediately to the teacher and he/she will have an opportunity to attach a response.
- 28.11.3.1 The teacher will acknowledge that he/she has had an opportunity to review such material by affixing his/her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof.
- 28.11.4 The teacher will also have the right, upon approval, to submit for inclusion in his file other material related to his professional activities.

- 28.12 The Board assumes responsibility for any assault to the teacher or his person while acting in the discharge of his duties or within the scope of his employment or under the direction of the Board or its designee. Teachers shall report immediately in writing to their principal and to the central office all cases of assault suffered by them in connection with their employment in accordance with Education Law Section 3023 and 3028.
- 28.13 The Board of Education will provide reimbursement, less the one hundred dollar (\$100.00) deductible, for repair or value of personal property up to a maximum of five hundred dollars (\$500.00), excluding motor vehicles, that are damaged or destroyed while on school premises provided they have been registered in the main office within fifteen (15) days after the beginning of each semester. An article registered in the first semester shall be considered registered for the entire school year.
- 28.14 Employees of the District shall have the option to authorize the school district to withhold predetermined sums of money per paycheck from their salaries for the purpose of participation in the Tri-county Teachers Federal Credit Union and/or the purchase of United States Savings Bonds. Withholding arrangements will be made between the employee and the business office. The School District will transmit said monies promptly to the participating agencies.
- 28.16 The District will provide yearly influenza inoculations on a designated date for all unit members who indicate their desire for said treatment.
- 28.17 When meetings are held during regular school hours for IEP Conferences, teachers' classes will be monitored by teacher aides or substitute teachers obtained by the District.
- 28.18 Efforts will be continued to minimize classroom interruptions by parents. District residents will be notified utilizing the monthly District Newsletter that conferences with teachers require prior arrangements (appointment) through the School Office.
- 28.19 The District shall withhold from each employee's payroll check an amount designated for VOTE/COPE authorized in writing by an individual employee as requested and transmit said amount to the Galway Teachers Association.

The Association will inform the District of the amounts for current staff before the first payroll in September and for new staff by the second payroll of the current year.

This deduction shall be continuous unless changed in writing by the individuals prior to the first payroll in September or the first payroll in February of the current school year.

- 28.20 The Parties agree that prior to the implementation of any new software program, requiring the use of technology by any of the professional staff, a committee composed of representatives of the District selected by the building principal and representatives of the GTA selected by the President, will be established. The purpose of this committee will be to review available programs, select a program, and determine the method of implementation/orientation. It is further agreed, if staff training is necessary release time will be provided.

ARTICLE 29

NEGOTIATION PROCEDURES

- 29.1 The Association and the School District agree that:
- 29.1.1 The first negotiation session shall be held not later than January 15 prior to the date of the expiration of this agreement.

- 29.1.2 At the first meeting, a place, a day of the week and time of day for subsequent negotiating sessions shall be agreed upon subject to change only by mutual agreement or in emergency situations.
- 29.1.3 Negotiation sessions shall be limited to not more than two hours, except that by mutual agreement, the conclusion of any particular session may be extended beyond such limit.
- 29.2 All negotiations will be conducted in executive sessions.
- 29.3 Neither party in any negotiations shall have any control over the selection of the negotiating representative of the other party and each party may select its representatives from within or outside the District.
- 29.4 Either party may, at its discretion, bring into the negotiations any outside legal and/or professional advisors.
- 29.5 Either party may, independently, call for a caucus at any time during the negotiating session. A caucus will not last longer than one-half hour unless otherwise agreed upon.
- 29.6 The process of tabling may be used. (Tabling shall mean "the temporary suspension of negotiation on a specific item.")
- 29.7 Complete negotiation packages will be exchanged in the same format as the existing agreement at the first negotiations session. Complete negotiation packages shall mean a document having all articles by title and containing all major concepts which the party wishes to have considered during negotiations. New articles then presented for collective negotiations consideration will be placed at the end, their ultimate placement, if agreed upon for inclusion in the final agreement, to be dependent upon logical sequence within such final agreement.
- 29.8 A free exchange of facts, opinions, proposals and counter-proposals shall take place on all issues in an effort to reach agreement. Therefore, each party agrees to make available, upon reasonable and specified request, all data, research and other pertinent materials in its possession on any issue under consideration.
- 29.9 No final agreement shall be executed without ratification by the Association on the one hand and approval by the Board on the other. Both parties mutually pledge that their representatives shall be clothed with all necessary power and authority to make proposals, consider proposals and reach tentative agreement in the course of negotiations. It is recognized, however, that the negotiators for each party have been given guidelines and instructions by the party it represents and the negotiators cannot exceed such guidelines or instruction and must report, from time to time, to the party they represent or a committee thereof for further authorization or clarification.
- 29.10 Once agreements have been reached on individual articles, they will be initialed and dated by both parties and will be understood to stand as tentative agreements.
- 29.11 During the period of negotiations and (a) prior to reaching an agreement, or (b) prior to impasse (whichever shall occur first), the proceedings of the negotiations shall not be released to any of the public news media.
- 29.11.1 Both parties recognize it is necessary and desirable to keep the groups they represent informed of the proceedings. It is not intended that this agreement restrict such efforts, but it is understood that when the respective bodies or committees are informed, it is to be on a confidential basis, and not to be released to news media.

- 29.12 If, during the course of negotiations, the parties concur that they are at an impasse, or if they have failed to reach an agreement on all topics under negotiations by March 15th, the Public Employment Relations Board shall be requested to assist in the resolution of their differences in accordance with the provisions of Article 14, Section 209, of the Civil Service Law. The date of March 15th may be altered by mutual agreement.
- 29.13 At the commencement of negotiations these procedures may be modified if either party makes such a request.

ARTICLE 30

TEACHER-ADMINISTRATION LIAISON COMMITTEE

- 30.1 A Liaison Committee will be established in each building to facilitate communications, to work towards improving the educational system, and to make effective recommendations to the Building Principal concerning matters taken up during committee meetings.
- 30.2 A Liaison Committee will meet monthly. The meeting may be canceled, adjourned or postponed by mutual consent, and in the event of any emergency, either the Building Representatives or the Building Principal may arrange for a special meeting.
- 30.3 The Committee will consist of five members: two assigned by the Association, two by the Building Principal, and the Building Principal. The committee members will elect a Liaison Chairperson whose duties will be to announce and notify liaison members with regard to the date, place and time of the meetings, organize and present agenda and preside at the meetings. There also will be a secretary to be appointed by the chairperson who shall record the minutes of each meeting. The chairperson will report to the faculty at the meeting with regard to decisions relating to all Liaison Committee meetings.

ARTICLE 31

PARENT-TEACHER CONFERENCES

- 31.1 Kindergarten teachers will meet with all parents for the November and March reporting periods. Grade 1 teachers will meet with all parents for at least the first report period in November. Subsequent need for conferences will be determined by the teacher and/or parents. The conference dates and release times for conferencing will be determined jointly between the conferencing teachers and the principal.
- 31.2 At grades 2-5, up to five parent-teacher conference early dismissal days will be scheduled for the school year. Three of these days will be around the first report period in November, as it is expected that the teacher meet with each parent for the first report. Second semester, up to two early dismissal days will be provided to meet with those parents as deemed necessary by the teacher. Teachers will submit to the principal a list and schedule of requested parent conferences a week prior to the second semester conference date(s).

ARTICLE 32

DURATION AND EFFECTIVE DATE

- 32.1 The effective date of this Agreement shall be as of July 1, 2004 –June 30, 2008 with all provisions contained herein to be fully implemented July 1, 2000, except as specifically noted, and shall remain in full force and effect until June 30, 2008.

- 32.2 This agreement is the result of the collective negotiations between the Board and the Association which have been conducted under the requirements and directives of the Public Employees' Fair Employment Act (Taylor Law). The provisions of this Agreement supersede all conflicting policies and directive of the Board and may be changed only through the mutual agreement of the Board and the Association.

ARTICLE 33 **DISTANCE LEARNING**

33.1 ***GENERAL***

The purpose of the program is to provide courses and other offerings that would not otherwise be available to the receiving school. The parties acknowledge and confirm that participation in the Distance Learning Program shall not be used by the District to argue that the Association may have waived any rights that may exist to the exclusivity of bargaining unit work. The teaching of Distance Learning courses will be voluntary. Qualified bargaining unit members will be given first consideration to teach any program delivered from this District for the purpose of educating children.

33.2 ***TRAINING***

The parties agree that training for participants will be provided. The cost(s) of training shall be established and borne by the District. When a teacher accepts an assignment to develop or modify curriculum for a course to be offered through Distance Learning, the teacher shall be compensated at the curriculum development rate for his/her services.

33.3 ***AUDIO-VIDEO RECORDINGS***

It is understood that occasional taping of classes will be necessary. Taped recordings will be used solely for the purpose of aiding students enrolled in the course, i.e. making up class due to absence, reviewing a class. Parties shall agree on how and when classes will be taped and how the tapes shall be used. Any audio-visual recordings of the classes will be the joint property of the host district and the teacher. Such recordings will not be used in connection with teacher evaluation. It is understood that this agreement may not dictate policy in a participating District, however the District will alert any participant that a Galway teacher seeks agreement on audio-visual recordings as a matter of courtesy.

33.4 ***SCHEDULING***

The calendar of the host district shall be used for each course being taught. The Distance Learning Course shall not adversely affect the preparation or work load of the remainder of the unit members in any of the participating districts.

33.5 ***CLASS SIZE***

Distance Learning Classes shall be limited to a maximum of twenty (20) students at a maximum of three (3) sites, unless the transmitting teacher consents otherwise.

33.6 ***RECEIVING SCHOOLS***

The teacher shall not be expected or required to attend any functions in the receiving school(s) districts. A Distance Learning teacher is encouraged to be present on site during an open house at a participating District. The out-of-district parents will be invited to an open house in the same manner as host school parents.

33.7 *STAFFING*

Whenever a class is in session, there will be an aide present. His/her duties shall include providing inter-school communications, collecting and distributing materials, monitoring students when directed, providing student emergency information, or other duties as directed by the teacher. The receiving district shall assume full responsibility and liability for the supervision and maintenance of discipline of students in the receiving school.

33.8 *MAINTENANCE*

The transmitting teacher shall not have responsibility to maintain or repair any equipment used in transmitting the lesson, or any equipment used in responding to the inquiries of those receiving the broadcast.

33.9 *REMUNERATION*

Unit members teaching a course through the Distance Learning Program shall receive an annual additional stipend of \$1200 per year or \$600 per semester.

IN WITNESS WHEREOF, the parties hereto, the Superintendent for the Galway Central School District and the President of the Galway Teachers Association have hereunto affixed their names and seals.

GALWAY CENTRAL SCHOOL DISTRICT

By Clifford A. Moses
Clifford A. Moses, District Superintendent

Date 6/18/04

THE GALWAY TEACHERS ASSOCIATION

By Marguerite Niforos
Marguerite Niforos, President

Date 6/18/04

By Bennett D. Tocci
Bennett Tocci, Vice President

Date 6/18/04

Appendix A-1

Salary Schedule 2004-2005

STEP	Bach (B)	Bach +30 (G)	Masters (M)	Master +30 (F)
1	35,090	36,289	37,089	38,288
2	35,535	36,734	37,534	38,733
3	36,419	37,618	38,418	39,617
4	37,516	38,715	39,515	40,714
5	38,480	39,679	40,479	41,678
6	39,446	40,645	41,445	42,644
7	39,714	40,913	41,713	42,912
8	40,050	41,249	42,049	43,248
9	40,400	41,599	42,399	43,598
10	40,750	41,949	42,749	43,948
11	41,100	42,299	43,099	44,298
12	41,577	42,776	43,576	44,775
13	42,571	43,770	44,570	45,769
14	44,058	45,257	46,057	47,256
15	45,139	46,338	47,138	48,337
16	46,511	47,710	48,510	49,709
17	47,801	49,000	49,800	50,999
18	49,292	50,491	51,291	52,490
19	50,976	52,175	52,975	54,174
20	52,940	54,139	54,939	56,138
21	54,790	55,989	56,789	57,988
22	56,705	57,904	58,704	59,903
23	59,201	60,400	61,200	62,399

Appendix A-2

Salary Schedule 2005-2006

STEP	Bach (B)	Bach +30 (G)	Masters (M)	Master +30 (F)
1	36,280	37,530	38,364	39,614
2	36,861	38,111	38,945	40,195
3	37,325	38,575	39,409	40,659
4	38,247	39,497	40,331	41,581
5	39,390	40,640	41,474	42,724
6	40,395	41,645	42,479	43,729
7	41,403	42,653	43,487	44,737
8	41,682	42,932	43,766	45,016
9	42,032	43,282	44,116	45,366
10	42,397	43,647	44,481	45,731
11	42,762	44,012	44,846	46,096
12	43,126	44,376	45,210	46,460
13	43,624	44,874	45,708	46,958
14	44,660	45,910	46,744	47,994
15	46,211	47,461	48,295	49,545
16	47,337	48,587	49,421	50,671
17	48,768	50,018	50,852	52,102
18	50,113	51,363	52,197	53,447
19	51,667	52,917	53,751	55,001
20	53,422	54,672	55,506	56,756
21	55,469	56,719	57,553	58,803
22	57,399	58,649	59,483	60,733
23	59,395	60,645	61,479	62,729

Appendix A-3

Salary Schedule 2006-2007

STEP	Bach (B)	Bach +30 (G)	Masters (M)	Master +30 (F)
1	37,300	38,603	39,472	40,775
2	38,122	39,425	40,294	41,597
3	38,728	40,031	40,900	42,203
4	39,212	40,515	41,384	42,687
5	40,172	41,475	42,344	43,647
6	41,364	42,667	43,536	44,839
7	42,412	43,715	44,584	45,887
8	43,463	44,766	45,635	46,938
9	43,753	45,056	45,925	47,228
10	44,118	45,421	46,290	47,593
11	44,498	45,801	46,670	47,973
12	44,879	46,182	47,051	48,354
13	45,259	46,562	47,431	48,734
14	45,778	47,081	47,950	49,253
15	46,858	48,161	49,030	50,333
16	48,475	49,778	50,647	51,950
17	49,649	50,952	51,821	53,124
18	51,141	52,444	53,313	54,616
19	52,542	53,845	54,714	56,017
20	54,163	55,466	56,335	57,638
21	55,993	57,296	58,165	59,468
22	58,127	59,430	60,299	61,602
23	60,138	61,441	62,310	63,613

Appendix A-4

Salary Schedule 2007-2008

STEP	Bach (B)	Bach +30 (G)	Masters (M)	Master +30 (F)
1	38,225	39,580	40,484	41,839
2	39,017	40,372	41,276	42,631
3	39,872	41,227	42,131	43,486
4	40,502	41,857	42,761	44,116
5	41,005	42,360	43,264	44,619
6	42,004	43,359	44,263	45,618
7	43,244	44,599	45,503	46,858
8	44,334	45,689	46,593	47,948
9	45,426	46,781	47,685	49,040
10	45,729	47,084	47,988	49,343
11	46,108	47,463	48,367	49,722
12	46,503	47,858	48,762	50,117
13	46,899	48,254	49,158	50,513
14	47,294	48,649	49,553	50,908
15	47,835	49,190	50,094	51,449
16	48,957	50,312	51,216	52,571
17	50,639	51,994	52,898	54,253
18	51,860	53,215	54,119	55,474
19	53,412	54,767	55,671	57,026
20	54,869	56,224	57,128	58,483
21	56,554	57,909	58,813	60,168
22	58,457	59,812	60,716	62,071
23	60,677	62,032	62,936	64,291

**Appendix B
COACHES**

Position	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15
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CROSS COUNTRY

Cross Country-Varsity	\$1,942	\$2,025	\$2,111	\$2,200	\$2,294	\$2,391	\$2,493	\$2,599	\$2,710	\$2,825	\$2,945	\$3,070	\$3,200	\$3,336	\$3,478
Cross Country-Modified	\$1,133	\$1,181	\$1,232	\$1,284	\$1,338	\$1,395	\$1,455	\$1,516	\$1,581	\$1,648	\$1,718	\$1,791	\$1,867	\$1,947	\$2,029

GOLF

Golf	\$1,942	\$2,025	\$2,111	\$2,200	\$2,294	\$2,391	\$2,493	\$2,599	\$2,710	\$2,825	\$2,945	\$3,070	\$3,200	\$3,336	\$3,478
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SOCCER

Boys Varsity	\$1,942	\$2,025	\$2,111	\$2,200	\$2,294	\$2,391	\$2,493	\$2,599	\$2,710	\$2,825	\$2,945	\$3,070	\$3,200	\$3,336	\$3,478
Girls Varsity	\$1,942	\$2,025	\$2,111	\$2,200	\$2,294	\$2,391	\$2,493	\$2,599	\$2,710	\$2,825	\$2,945	\$3,070	\$3,200	\$3,336	\$3,478
Boys JV	\$1,619	\$1,688	\$1,760	\$1,834	\$1,912	\$1,994	\$2,078	\$2,167	\$2,259	\$2,355	\$2,455	\$2,559	\$2,668	\$2,781	\$2,899
Girls JV	\$1,619	\$1,688	\$1,760	\$1,834	\$1,912	\$1,994	\$2,078	\$2,167	\$2,259	\$2,355	\$2,455	\$2,559	\$2,668	\$2,781	\$2,899
Boys Modified	\$1,133	\$1,181	\$1,232	\$1,284	\$1,338	\$1,395	\$1,455	\$1,516	\$1,581	\$1,648	\$1,718	\$1,791	\$1,867	\$1,947	\$2,029
Girls Modified	\$1,133	\$1,181	\$1,232	\$1,284	\$1,338	\$1,395	\$1,455	\$1,516	\$1,581	\$1,648	\$1,718	\$1,791	\$1,867	\$1,947	\$2,029

VOLLEYBALL

Varsity	\$1,942	\$2,025	\$2,111	\$2,200	\$2,294	\$2,391	\$2,493	\$2,599	\$2,710	\$2,825	\$2,945	\$3,070	\$3,200	\$3,336	\$3,478
JV	\$1,619	\$1,688	\$1,760	\$1,834	\$1,912	\$1,994	\$2,078	\$2,167	\$2,259	\$2,355	\$2,455	\$2,559	\$2,668	\$2,781	\$2,899
Modified (2)**	\$1,133	\$1,181	\$1,232	\$1,284	\$1,338	\$1,395	\$1,455	\$1,516	\$1,581	\$1,648	\$1,718	\$1,791	\$1,867	\$1,947	\$2,029

BASKETBALL

Boys Varsity	\$2,428	\$2,531	\$2,639	\$2,751	\$2,868	\$2,990	\$3,117	\$3,249	\$3,387	\$3,531	\$3,681	\$3,838	\$4,001	\$4,171	\$4,348
Girls Varsity	\$2,428	\$2,531	\$2,639	\$2,751	\$2,868	\$2,990	\$3,117	\$3,249	\$3,387	\$3,531	\$3,681	\$3,838	\$4,001	\$4,171	\$4,348
Boys JV	\$2,104	\$2,193	\$2,286	\$2,384	\$2,485	\$2,590	\$2,701	\$2,815	\$2,935	\$3,060	\$3,190	\$3,325	\$3,467	\$3,614	\$3,768
Girls JV	\$2,104	\$2,193	\$2,286	\$2,384	\$2,485	\$2,590	\$2,701	\$2,815	\$2,935	\$3,060	\$3,190	\$3,325	\$3,467	\$3,614	\$3,768
Boys Modified (2) **	\$1,781	\$1,857	\$1,936	\$2,018	\$2,104	\$2,193	\$2,286	\$2,383	\$2,484	\$2,589	\$2,699	\$2,814	\$2,934	\$3,059	\$3,189
Girls Modified (2) **	\$1,781	\$1,857	\$1,936	\$2,018	\$2,104	\$2,193	\$2,286	\$2,383	\$2,484	\$2,589	\$2,699	\$2,814	\$2,934	\$3,059	\$3,189
Cheerleading*	\$1,619	\$1,688	\$1,760	\$1,834	\$1,912	\$1,994	\$2,078	\$2,167	\$2,259	\$2,355	\$2,455	\$2,559	\$2,668	\$2,781	\$2,899

WRESTLING

Varsity	\$2,428	\$2,531	\$2,639	\$2,751	\$2,868	\$2,990	\$3,117	\$3,249	\$3,387	\$3,531	\$3,681	\$3,838	\$4,001	\$4,171	\$4,348
JV	\$2,104	\$2,193	\$2,286	\$2,384	\$2,485	\$2,590	\$2,701	\$2,815	\$2,935	\$3,060	\$3,190	\$3,325	\$3,467	\$3,614	\$3,768
Modified	\$1,781	\$1,857	\$1,936	\$2,018	\$2,104	\$2,193	\$2,286	\$2,383	\$2,484	\$2,589	\$2,699	\$2,814	\$2,934	\$3,059	\$3,189

BASEBALL

Varsity	\$2,104	\$2,193	\$2,286	\$2,384	\$2,485	\$2,590	\$2,701	\$2,815	\$2,935	\$3,060	\$3,190	\$3,325	\$3,467	\$3,614	\$3,768
JV	\$1,564	\$1,630	\$1,699	\$1,772	\$1,847	\$1,926	\$2,007	\$2,093	\$2,182	\$2,274	\$2,371	\$2,472	\$2,577	\$2,686	\$2,800
Modified	\$1,295	\$1,350	\$1,407	\$1,467	\$1,529	\$1,594	\$1,662	\$1,733	\$1,806	\$1,883	\$1,963	\$2,047	\$2,134	\$2,224	\$2,319

SOFTBALL

Varsity	\$2,104	\$2,193	\$2,286	\$2,384	\$2,485	\$2,590	\$2,701	\$2,815	\$2,935	\$3,060	\$3,190	\$3,325	\$3,467	\$3,614	\$3,768
JV	\$1,564	\$1,630	\$1,699	\$1,772	\$1,847	\$1,926	\$2,007	\$2,093	\$2,182	\$2,274	\$2,371	\$2,472	\$2,577	\$2,686	\$2,800
Modified	\$1,295	\$1,350	\$1,407	\$1,467	\$1,529	\$1,594	\$1,662	\$1,733	\$1,806	\$1,883	\$1,963	\$2,047	\$2,134	\$2,224	\$2,319

TRACK & FIELD

Boys Varsity	\$2,104	\$2,193	\$2,286	\$2,384	\$2,485	\$2,590	\$2,701	\$2,815	\$2,935	\$3,060	\$3,190	\$3,325	\$3,467	\$3,614	\$3,768
Girls Varsity	\$2,104	\$2,193	\$2,286	\$2,384	\$2,485	\$2,590	\$2,701	\$2,815	\$2,935	\$3,060	\$3,190	\$3,325	\$3,467	\$3,614	\$3,768
Modified (2) **	\$1,295	\$1,350	\$1,407	\$1,467	\$1,529	\$1,594	\$1,662	\$1,733	\$1,806	\$1,883	\$1,963	\$2,047	\$2,134	\$2,224	\$2,319

At the top step - 3.5% will be added to the stipend.

* This is not a coaching position, but does require first aid, CPR and AED certification.

** Two coaches will be hired if the number of participants warrants having two teams.

Appendix C
Co-Curriculum Stipends

Position	2004-05	2005-06	2006-07	2007-08
After School ELA/Math (Per Hour)	\$35	\$36	\$38	\$40
Accompanist* (per hour)	\$19	\$20	\$21	\$22
Cadet Band	\$1,017	\$1,060	\$1,105	\$1,149
Chaperone-Basketball/Wrestling/Volleyball (as needed) per night	\$68	\$71	\$74	\$77
Chaperone-Dances (per night)	\$70	\$73	\$76	\$79
Chaperone-NYSSMA Activities** (per hour)	\$16	\$17	\$18	\$19
C & T	\$1,615	\$1,684	\$1,755	\$1,825
District Newsletter Layout Editor (per issue)	\$109	\$113	\$118	\$123
District Photographer (per year)	\$438	\$456	\$476	\$495
Elementary Band	\$299	\$312	\$325	\$338
Elementary Chaperone (per hour)	\$22	\$22	\$23	\$24
Elementary Chaperone (Camp Chingachgook) (per night)	\$68	\$71	\$74	\$77
Footprint Advisor	\$807	\$842	\$878	\$913
Footprint Layout Editor	\$329	\$343	\$358	\$372
Freshmen Class Advisor	\$957	\$998	\$1,040	\$1,082
GHS Citizenship Advisor	\$949	\$990	\$1,032	\$1,073
GTV Advisor	\$1,794	\$1,871	\$1,950	\$2,028
Home Arts Club Advisor	\$897	\$935	\$940	\$969
HS Drama Club	\$598	\$624	\$650	\$676
Intra Mural Activities Coordinator & Instructor (Middle School)	\$1,500	\$1,564	\$1,630	\$1,695
Jazz Band	\$1,615	\$1,684	\$1,755	\$1,825
Junior Class Advisor	\$1,436	\$1,497	\$1,560	\$1,623
Literary Magazine	\$1,136	\$1,185	\$1,235	\$1,285
Mock Trial	\$598	\$624	\$650	\$676
MS Drama Club	\$1,316	\$1,372	\$1,430	\$1,487
MS Newspaper Advisor	\$335	\$349	\$364	\$379
National Honor Society	\$1,077	\$1,122	\$1,170	\$1,217
National Junior Honor Society	\$1,077	\$1,122	\$1,170	\$1,217
One Act Play Director (one per grade level 9-12)	\$598	\$624	\$650	\$676
Rec Night Supervisor (per night)	\$120	\$125	\$130	\$135
SADD	\$837	\$873	\$910	\$947
Science Club	\$419	\$436	\$455	\$473
Scorekeeper (per night)	\$52	\$54	\$56	\$59
Senior Class Advisor	\$1,675	\$1,746	\$1,820	\$1,893
Ski Club	\$419	\$436	\$455	\$473
Sophomore Class Advisor	\$1,196	\$1,247	\$1,300	\$1,352
Spring Play Production - Musical Director	\$1,316	\$1,372	\$1,430	\$1,487
Spring Play Production - Director	\$1,316	\$1,372	\$1,430	\$1,487
Student Senate - Elementary (fundraiser year)	\$718	\$748	\$780	\$811
Student Senate - Elementary (non-fundraiser year)	\$598	\$624	\$650	\$676
Student Senate - High School	\$1,555	\$1,621	\$1,690	\$1,758
Student Senate - Middle School	\$837	\$873	\$910	\$947
Summer Art Fair Advisor	\$24	\$25	\$26	\$27
Summer Curriculum (rate per hour)	\$24	\$25	\$26	\$27
Summer School Teacher (per hour)	\$35	\$36	\$38	\$40
Supervisor - bus or game (per night)	\$78	\$81	\$85	\$88
Supervisor - library (per hour)	\$18	\$19	\$20	\$21
Ticket Sales (per night)	\$52	\$54	\$57	\$59
Timer (per night)	\$52	\$54	\$57	\$59
Varsity Club	\$598	\$624	\$650	\$676
Yearbook - Elementary	\$447	\$466	\$485	\$505
Yearbook - High School	\$1,676	\$1,747	\$1,821	\$1,894
Yearbook - Middle School	\$462	\$482	\$502	\$522

*Job may be subdivided with pay split according to the duties.

**Must receive prior approval from administration.

Appendix D
DIFFERENTIALS

Position	2004-05	2005-06	2006-07	2007-08
Audio Visual Supervisor	\$2,034	\$2,120	\$2,210	\$2,299
Computer Coordinator	\$3,708	\$3,866	\$4,030	\$4,191
Department Head	\$1,855	\$1,933	\$2,016	\$2,096
Grade Level Leader (K-5)	\$1,855	\$1,933	\$2,016	\$2,096
Middle School Team Leader	\$1,855	\$1,933	\$2,016	\$2,096
Pupil Services Department Head (6-12)	\$1,855	\$1,933	\$2,016	\$2,096
Pupil Services Team Leader (K-5)	\$1,855	\$1,933	\$2,016	\$2,096
Reading Coordinator	\$1,855	\$1,933	\$2,016	\$2,096
Web Master/Cyber Club Advisor	\$2,034	\$2,120	\$2,210	\$2,299
Guidance Director	\$4,606	\$4,802	\$5,006	\$5,206

Appendix E

The following 4 pages contain the descriptions of the Health Insurance Benefits offered to the members of the Galway Teachers Association.

**Benefit Comparison for Galway CSD
Galway Teachers Association**

	Empire Deluxe PPO		Empire Blue Cross	MVP HMO	CDPHP HMO
BENEFIT	IN-NETWORK	OUT-OF-NETWORK^A		IN-NETWORK ONLY	IN-NETWORK ONLY
Dependent Children	To age 23, full-time students to age 25/ECY	To age 23, full-time students to age 25/ECY	To age 19, full-time students to age 25/EOM	To age 19, full-time students to age 25	To age 19, full-time students to age 25
Lifetime Maximum	Unlimited	\$1,000,000	Unlimited for hospital and med/surg, \$1,000,000 for extended medical	Unlimited	Unlimited
COST SHARING					
Deductible	Not Applicable	\$200/\$500 individual/family	\$50/\$150 Individual/Family	N/A	N/A
Coinsurance	Not Applicable	20%	20% of UCR	N/A	N/A
Coinsurance Stop-Loss	Not Applicable	\$5,000/12,500 (\$1,000/\$2,500 out-of-pocket) Individual/Family	\$25,000 (\$6,250 out-of-pocket) Individual/ Family (Lifetime)	N/A	N/A
Hospital Benefits					
Inpatient (Except Mental Health)	Unlimited days*	Unlimited days subject to deductible and coinsurance*	365 days per confinement*	Covered in full	Covered in full
Mental Health	Covered in full up to 45 days per calendar year**	Covered in-network only	120 days Acute Care General Hospital	Covered in full, 30 day annual limit	Subject to 20% coinsurance, 3 day annual limit
Alcohol/Substance Abuse	Up to 7 days detox and 30 days rehab**	Covered in-network only	Up to 7 days detox,	Up to 7 days detox	Up to 7 days detox
Outpatient Ambulatory surgery, surgery, pre-surgical testing, diagnostic testing, chemotherapy & radiation therapy, mammography & cervical cancer screening	Covered In full See * for ambulatory surgery and surgery	Deductible and Coinsurance, See * for ambulatory surgery and surgery	Covered in full	See MVP Representative	\$15 copay
Emergency Room/Facility (Initial visit) Accidental injury or sudden & serious medical condition	\$35 copay (waived if admitted within 24 hours)	\$35 copay (waived if admitted within 24 hours)	Within 72 hours - injury or illness covered in full	\$50 copay (waived if admitted within 24 hours)	\$50 copay (waived if admitted within 24 hours)

**Benefit Comparison for Galway CSD
Galway Teachers Association**

	Empire Deluxe PPO		Empire Blue Cross	MVP HMO	CDPHP HMO
BENEFIT	IN-NETWORK	OUT-OF-NETWORK^A		IN-NETWORK ONLY	IN-NETWORK ONLY
Other Facility Benefits					
Alcohol/Substance Abuse	Up to 60 outpatient visits which include 20 family counseling visits per calendar year, covered in full**	Up to 60 outpatient visits which include 20 family counseling visits per calendar year, subject to deductible and coinsurance**	Covered in full: 60 outpatient visits which include 20 family counseling visits per calendar year	Up to 60 outpatient visits which include 20 family counseling visits per calendar year \$15 copay per visit	Up to 60 outpatient visits which include 20 family counseling visits per calendar year, \$15 copay per visit
Home Health Care	200 visits per calendar year paid in full*	200 visits per calendar year subject to coinsurance*	40 visits per calendar year paid in full	\$15 copay	\$15 copay
Medical Benefits					
Home/Office Visits	\$15 copay	Deductible and Coinsurance	Deductible & coinsurance	\$15 copay	\$15 copay
Annual Physical Exam	\$15 copay	Covered In-Network Only	Not covered	\$15 copay	Covered in full
Well Child Care Up to age 19; including necessary immunizations	\$0 copay	Deductible and Coinsurance	Matrix, see "B"	\$0 copay	\$0 copay
Well Woman Care	\$15 copay	Deductible and Coinsurance	Matrix, see "B"	\$15 copay	\$15 copay
Inpatient Visits	\$0 copay	Deductible and Coinsurance	Matrix, see "B"	\$0 copay	\$0 copay
Diagnostic Screening & Mammography	\$0 copay	Deductible and Coinsurance	Matrix, see "B"	\$15 copay	\$0 copay
Maternity	\$0 copay	Deductible and Coinsurance	Matrix, see "B"	\$15 for initial diagnosis, then covered in full	\$15 for initial diagnosis, then covered in full
Surgery	\$0 copay	Deductible and Coinsurance	Matrix, see "B"	\$0 copay	\$0 copay
Surgical Assistant	\$0 copay	Deductible and Coinsurance	Matrix, see "A"	\$0 copay	\$0 copay
Anesthesiology	\$0 copay	Deductible and Coinsurance	Matrix, see "A"	\$0 copay	\$0 copay
Lab & X-Ray	\$0 copay	Deductible and Coinsurance	Matrix, see "A"	\$15 copay	Covered in full at participating sites or \$15 copay
MRI	\$0 copay	Deductible and Coinsurance	Matrix, see "A"	\$15 copay	\$15 copay

**Benefit Comparison for Galway CSD
Galway Teachers Association**

BENEFIT	Empire Deluxe PPO		Empire Blue Cross	MVP HMO	CDPHP HMO
	IN-NETWORK	OUT-OF-NETWORK ^A		IN-NETWORK ONLY	IN-NETWORK ONLY
Mental Health Outpatient visits	Up to 40 outpatient visits, in office or facility, \$25 copay per visit**	Covered in-network only.	60 visits at 80% up to U&C schedule	Up to 20 visits per year Visit 1 - \$15 copay Visits 2-5 \$25-/visit Visits 6-20 50% or \$45/visit	Up to 20 visits per year Visit 1 -4 \$15 copay Visits 5-20 \$35-/visit Visits 6-20 50% or \$40/visit
Inpatient visits	Covered in full up to 45 inpatient visits per calendar year**	Covered in network only.	120 days per calendar year Matrix, see "A"	Covered in full, 30 day annual limit	Subject to 20% coinsurance, 30 day annual limit
Allergy Treatments	\$0 copay	Deductible and Coinsurance	Subject to deductible and coinsurance	\$0 copay	\$0 copay
Allergy Testing	\$15 copay	Deductible and Coinsurance	Matrix, see "A"	\$15 copay	\$15 copay
Second Surgical Opinion	\$15 copay (waived if arranged with medical management)	Deductible and Coinsurance	Matrix, see "A"	\$15 copay	\$15 copay
Physical Therapy	30 visits as an inpatient and 30 visits combined in home, office or outpatient facility, \$0 copay in facility, \$15 copay home or office*	Covered in-network only	Matrix, see "A"	\$15 copay, 2 month maximum	\$15 copay, 120 day limit per condition
Cardiac Rehabilitation	\$15 copay*	Deductible and coinsurance	Covered in full	\$15 copay	\$15 copay
Durable Medical Equipment, Prosthetics & Orthotics	\$0 copay*	Covered in-network only	100% of Usual and Customary when Preferred Participating Provider is used. Otherwise subject to deductible and coinsurance	Subject to 20%	Subject to 20% coinsurance
Ambulance	\$0 copay professional only	\$0 copay professional only	Coverage for professional ambulance under 200 miles paid in full. Volunteer \$25.00/trip	Covered in full	\$50 copay

**Benefit Comparison for Galway CSD
Galway Teachers Association**

BENEFIT	Empire Deluxe PPO		Empire Blue Cross	MVP HMO	CDPHP HMO
	IN-NETWORK	OUT-OF-NETWORK^A		IN-NETWORK ONLY	IN-NETWORK ONLY
Chiropractic Care	Unlimited visits, \$15 copay	Unlimited visits subject to deductible and coinsurance	Subject to deductible & coinsurance	\$15 copay, must be referred by Primary Care Physician	\$15 copay, must be referred by Primary Care Physician
Prescription Drugs	\$10 Generic/\$20 Brand/\$30 Non-formulary, Oral Contraceptive covered	Covered In-Network Only	\$10 copay for Generic and Brand name drugs, \$0 copay for mail order	\$10 Generic/\$15 Brand/\$40 Non-formulary, Oral Contraceptive covered	\$10Generic/\$25 Brand/\$40 Non-formulary, Oral Contraceptive covered
Routine Vision Care Through a special network of providers	\$5 copay for 1 exam every 24 months, \$10 copay for frames, \$35 allowance for non-plan eyewear purchase	Covered In-Network Only	Stand alone vision plan, paid according to schedule of benefits.	\$15 copay for 1 exam every 24 month at participating provider	\$15 copay for 1 exam every 24 month at participating provider

- A. Subject to balance billing over allowed amount.
 B. Benefit paid in full to Matrix provider. Non-Matrix provider may balance bill.
 * Precertification by our medical management program required.
 ** Our behavioral health care management program must pre-approve all Mental Health and Alcohol/Substance Abuse services.

NOTE: This is a benefit summary for general comparison purposes only and is subject to the terms, conditions, limitations and exclusions set forth in the contracts of each carrier. Failure to comply with utilization management or behavioral health care management program requirements could result in benefit reductions.

Matrix is not available to employees hired after 6/30/2004